

# The Odisha Gazette



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LABOUR & E.S.I. DEPARTMENT

NOTIFICATION

The 17th June 2025

**S.R.O. No. 345/2025**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 16th May 2025 passed in the I.D. Case No. 62 of 2021 by the Presiding Officer, Industrial Tribunal, Bhubaneswar to whom the Industrial Dispute between the Management of M/s. Suvochem Industries Pvt.Ltd., At S-3, A/1, Jagatpur New Industrial Estate, Jagatpur, Cuttack and Shri Nilamani Nandi, S/o Abhiram Nandi, At Sujapur, P.O. Bhayarpur, Dist. Cuttack was referred for adjudication is hereby published as in the schedule below :—

SCHEDULE

BEFORE THE INDUSTRIAL TRIBUNAL, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 62 of 2021

Dated the 16th May 2025

*Present :*

Shri Benudhar Patra,  
Presiding Officer, Industrial Tribunal,  
Bhubaneswar.

*Between :*

The Management of  
M/s Suvochem Industries Pvt.Ltd.,  
At S-3, A/1, Jagatpur New  
Industrial Estate, Jagatpur,  
Cuttack.

.. First Party—Management

And

Shri Nilamani Nandi, S/o Abhiram Nandi,  
At Sujapur, P.O. Bhayarpur  
Dist. Cuttack.

.. Second Party—Workman

*Appearances :*

Shri Aditya Mishra, Advocate	.. For the First Party—Management
Shri Sanjib Mohanty, Advocate	.. For the Second Party—Workman

**AWARD**

The Government of Odisha, in the Labour & E.S.I. Department have referred the following schedule of dispute for adjudication vide their Order No. 9074/LESI-IR-ID-0008-2021, dated the 15th November 2021.

**SCHEDULE**

“Whether the action of the management of M/s Suvochem Industries Pvt.Ltd., Jagatpur New Industrial Estate, Jagatpur, Cuttack in terminating the service of Shri Nilamani Nandi, Ex-Senior Operator w.e.f. the 3rd March 2020 is legal and/or justified ? If not, what relief the workman is entitled to ?”

2. Today being the date fixed for evidence of the first party, the second party workman Shri Nilamani Nandi and his learned counsel Shri Sanjib Mohanty, so also Shri Tausif Equbal, General Manager of the first party and its learned counsel Shri Aditya Mishra presented a Memorandum of Settlement drawn up in Form ‘K’ and submitted that since the dispute between them has already been settled amicably out of the Court, an Award may be passed in terms of the said settlement.

3. The terms of the settlement contained in the Memorandum Form ‘K’ are read-over and explained both to the second party as well as the representative of the management and they admitted the same to be true and correct. It reveals from the settlement that pursuant to the terms arrived at between the parties, the second party would be reinstated in service w.e.f. the 2nd June 2025 and as a gesture of goodwill the management has agreed to pay the second party an amount of Rs.2,65,000 (Rupees two lakh sixty five thousand) only towards his outstanding dues. On being asked, the second party admitted to have entered into the settlement with the management without any influence/coercion from any corner. The settlement being fair is recorded and as agreed to by the management, a Cheque bearing No. 032882, dated the 16th May 2025 for an amount of Rs.2,65,000 (Rupees two lakh sixty five thousand) only is handed over to the second party and he acknowledged the same by endorsing a receipt to that effect. The General Manager, representing the management submitted that the second party would be taken back to employment on the 2nd June 2025.

4. In view of the above, the reference is disposed of in terms of the settlement, which do form part of the Award.

Dictated and corrected by me.

BENUDHAR PATRA

16-05-2025

Presiding Officer

Industrial Tribunal, Bhubaneswar

BENUDHAR PATRA

16-05-2025

Presiding Officer

Industrial Tribunal, Bhubaneswar

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[No. 5595—LESI-IR-ID-0008/2021-LESI]

By order of the Governor

MADHUMITA NAYAK

Special Secretary to Government

## FORM "K"

(See Rule 64)

MEMORANDUM OF SETTLEMENT BETWEEN THE MANAGEMENT OF  
M/S SUVOCHEM INDUSTRIES PVT. LTD. AND ITS EX-WORKMAN  
SHRI NILAMANI NANDI

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NAME OF THE PARTIES	
(A) Representing the Employer	(B) Representing the Workmen
Shri Tausif Equbal	Shri Nilamani Nandi
Made Part of Award.	
BENUDHAR PATRA	
16-05-2025	
Presiding Officer	
Industrial Tribunal, Bhubaneswar	

#### SHORT RECITAL OF THE CASE

Whereas, the Govt. of Odisha in Labour & Employment Department made an Order of Reference No. 9074, dated the 15th November 2021 read with Corrigendum, dated the 2nd March 2022 for adjudication by the Presiding Officer, Industrial Tribunal, Bhubaneswar in respect of alleged termination of the workman with effect from the 3rd March 2020 by the management, the same has been registered as I.D. Case No. 62 of 2021. The parties having submitted their pleadings, the matter has been fixed for hearing, but the case has been long drawn. While the matter remained so, the workman keeping in view of the uncertainty of the present litigation, with the intervention of same well wishers of both the parties approached the management for settling the dispute mutually and amicably out of the Court. Thus, there ensue bipartite talks of compromise by between the parties and after protracted discussion with active mediation of the respective advisors and well wishers of the parties, they have resolved the dispute on the following terms and conditions.

#### TERMS OF SETTLEMENT

(1) It is agreed by and between the parties that the workman shall reinstated in service without any back wages or other benefits except for counting of service for Gratuity purposes only. Further, both the parties agree that as a gesture of goodwill to resolve all claims, disputes, grievances, outstanding payments, etc. a sum of Rs. 2,65,000 (Rupees two lakh sixty five thousand) shall be paid to the workman towards back benefits for the intervening period from the date of termination dated the 3rd March 2020 until his reinstatement pursuant to the present settlement w.e.f. the 2nd June 2025.

(2) It is agreed by and between the parties that the settled amount shall be paid in the Court premises in from of Cheque before the Hon'ble Industrial Tribunal. The workman agrees to render due stamp receipt acknowledging the above payment which shall be part of this settlement.

(3) It is agreed by virtue of this settlement, all claims and disputes arising out of employment, non-employment and terms of employment of the workman under the 1st party management until

his reinstatement in service pursuant to the present settlement stand resolved fully and finally and that no other or further claim in such respect whatsoever shall lie or be raised by any party in future.

(4) Both parties agree to file a joint petition for composition of the pending reference in I.D. Case No. 62 of 2021 before the Industrial Tribunal, Bhubaneswar enclosing a copy of the settlement and with a prayer to pass an award in terms of the present settlement.

(5) Both parties agree that the above settlement is fair, amicable and reasonable and they have lent their signature on their own volition and free will without any threat, coercion or undue influence whatsoever.

Signed, this on the 16th day of May 2025 at Bhubaneswar.

Signature of the Parties.

(A) Representing the Management

1. For Suvochem Industries Pvt. Ltd.

G.M. (Operations and Production)

(B) Representing the Workmen

1. Nilamani Nandi

16-05-2025

Witnesses : 1. Aditya Mishra  
Advocate(0-287-08)  
2. Bhagaban Biswal  
Advocate (0-169/2006)

#### RECEIPT

Received Rs. 2,65,000 (Rupees two lakh sixty five thousand only) from the employer M/s Suvochem Industries Pvt. Ltd., as per Settlement in Form 'K', dated the 16th May 2025 by Cheque No. 032882, dated the 16th May 2025 drawn on State Bank of India as full and final settlement of all my lawful dues.

Bhubaneswar

Date: 16-05-2025

Nilamani Nandi

For Suvochem Industries Pvt.Ltd.

G.M. (Operations and Production)



(03815) - JAGATPUR CUTTACK  
JAGATPUR DIST CUTTACK ORISSA  
ORISSA 754021  
Tel: 671-2491313 IFS Code : SBIN0003815

काल 3 महीने के लिए वैध / VALID FOR 3 MONTHS ONLY  
16052025  
D D M M Y Y Y Y

**PAID BY**  
**State Bank of India**

**Payable to**  
**Nilamani Nayak**

**Amount**  
**Five Thousand only**

**₹ 265000/-**

च. सं. 38769187131  
A/c No. 38769187131

VALID UP TO 30/06/25 AT NON-HOME BRANCH FOR NO. OF SUVOCHAM INDUSTRIES PVT. LTD

13178196783

**CURRENT A/C**

**PREFIX: BANK OF INDIA**

**1515700006**

**SUVOCHAM INDUSTRIES PVT. LTD**

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

Please sign above

032882 753002010 000565 29

Receive the chequer on

Nilamani Nayak

16/05/2025

Made Part of Award  
16-5-2025  
POIT, Bhudaneswar